

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made at Pune this ____ January day Two Thousand and Twenty Five

BETWEEN

PANCHSHIL INFRASTRUCTRE HOLDINGS PRIVATE LIMITED (formerly Wagholi Properties Private Limited), CIN - **U45200PN2005PTC143269**, PAN – **AADCP6098D**, a Company duly registered under the provisions of the Companies Act, 1956, having its corporate office at Tech Park One, Tower E, Off Airport Road, Yerwada, Pune 411006, through the hands of its Authorized Signatory Mr. Farookh Khan, Age: 49 Yrs., Occupation: Service, hereinafter referred to as the “**OWNER**” and/or “**PROMOTER**” (which expression shall unless it be repugnant to the context and meaning thereof mean and include its successors and assigns, as the case may be) of the **FIRST PART**;

AND

Mr. _____, PAN: _____, Age _____ Occupation: _____, residing at: _____

...hereinafter referred to as the “**ALLOTTEE/s**” (which expression shall wherever and whenever the context so demands shall mean and include all persons claiming and/ or drawing title under or through the Allottee and permitted assigns) of the **SECOND PART**;

WHEREAS:

- A.** By and under various deeds and documents as mentioned in the Title Reports issued by Hariani and Company, Advocates and Solicitors, the Owner/Promoter (then Wagholi Properties Private Limited (“**WPPL**”)) has purchased:
- a. All that piece and parcel of land admeasuring 3 Hectares 13 Ares, i.e. 31,300 sq. mtrs. bearing Gat No. 1277 (Old Gat No. 2263), situated at Village Wagholi, Taluka Haveli, District Pune.
 - b. All that piece and parcel of land admeasuring 30 Hectares 8 Ares, i.e. 3,00,800 sq. mtrs. out of larger land admeasuring 32 Hectares 9 Ares bearing Gat No. 1278 (Old Gat No. 2264) situated at Village Wagholi, Taluka Haveli, District Pune.
 - c. All that piece and parcel of land admeasuring 25 Ares i.e. 2,500 sq. mtrs. out of the larger land admeasuring 15 Hectares 59 Ares, bearing Gat No. 1279 (old Gat No. 2265), situated at Village Wagholi, Taluka Haveli, District Pune.
 - d. All that piece and parcel of land admeasuring 2 Hectares 55 Ares, i.e. 25,500 Sq. mtrs. out of larger land admeasuring 17 Hectares 47 Ares, i.e. 1,74,700 Sq. mtrs. bearing Gat No. 1281 (Old Gat No. 2267), situated at Village Wagholi, Taluka Haveli, District Pune.
 - e. All that piece and parcel of land admeasuring 8 Hectares 90 Ares, i.e. 89000 sq. mtrs. bearing Gat No. 1283 (Old Gat No. 2269), situated at Village Wagholi, Taluka Haveli, District Pune.

All the aforesaid parcels of land collectively admeasure 4,49,100 sq, mtrs. and are hereinafter collectively referred to as “**the said Larger Land**”.

B. The Collector, Pune, vide an Order dated 14 November 2011 bearing No. PMH/NA/SR/1127/12 inter alia granted sanction to the plans thereby allowing WPPL to develop the said Larger Lands on certain terms and conditions more particularly recorded therein. Copy of the said order dated 14th November, 2011 bearing No. PMH/NA/SR/1127/12 is annexed as **Annexure - A** hereto. In the aforesaid Order dated 14 November 2011, the said Larger Land were bifurcated and demarcated into the following three plots:

- (i) A portion of land admeasuring 4,05,631.41 sq. mtrs., being the area converted into residential use (hereinafter referred to as “**the said Plot No. 1**”).
- (ii) A portion of land admeasuring 14,350.70 sq. mtrs. falling under Green Belt / River Protection Belt (hereinafter referred to as “**the said Plot No. 2**”).
- (iii) A portion of land admeasuring 29,117.89 sq. mtrs. falling under the area covered under RP Roads (hereinafter referred to as “**the said Plot No. 3**”).

Pursuant to the aforesaid Order dated 14 November 2011, the said Larger Land was amalgamated to form one single Gat No. 1277+1278+1279+1281+1283 and the same was further sub-divided into the aforesaid three plots, i.e. said Plot Nos. 1, 2 and 3. Pursuant to the aforesaid sub-division, Mutation Entry No. 9506 dated 11 January 2013 was passed to record the same and Record of Rights were opened for the said Plot Nos. 1, 2 and 3 and the name of WPPL was recorded as the owner thereof. The entire residential construction as envisaged to be undertaken by the Owner/Promoter is on the said Plot No. 1. Thus, the Plot Nos. 1, 2 and 3 are hereinafter referred to as “**the said Lands**”.

C. The said Plot No. 1 was situated in Residential Zone of the Final Regional Plan of the Pune Region (which area is presently under the Pune Metropolitan Regional Development Authority) and is naturally sub divided by a 30 mtrs. and 24 mtrs. wide road.

D. Thereafter by a Notification dated 31st March 2015 bearing No. TPS- 1815/ 1204/13/CR-87/15/UD – 13, Pune Metropolitan Regional Development Authority was appointed as the governing and planning authority under Maharashtra and Town Planning Act, 1966, in respect of the said Lands alongwith various other parcels of lands more particularly stated therein.

E. The said Wagholi Properties Private Limited i.e. the erstwhile Owner/Promoter in its course of business preferred a Petition before the High Court of Judicature at Bombay seeking amalgamation of Wagholi Properties Private Limited with Panchshil Infrastructure Holdings Private Limited. By an Order dated 3 July 2015, the Hon'ble High Court has granted its sanction to the aforesaid amalgamation and by virtue therefore Panchshil Infrastructure Holdings Private Limited became entitled to the said Lands and have consequently become the Owner/Promoter herein.

F. Pursuant to the aforesaid, the name of the Owner/Promoter herein i.e. Panchshil Infrastructure Holdings Private Limited is recorded in the record of rights of the said Lands as owner thereof. Copy of 7/12 extract is annexed as **Annexure - C** hereto.

- G.** The Owner/Promoter had made an application for revised sanction of the layout and building plans in respect of the said Lands and by an Order bearing No. PHA/Village-Wagholi/G. No. 1277+1278+1279+1281+1283/Bu. No. 1+2+3/P. No. 865 dated 1 August 2015 passed by the Chief Executive Officer, Pune Metropolitan Regional Development Authority (“PMRDA”), the said Chief Executive Officer granted sanction to the revised layout and building plans pertaining to the said Lands subject to the terms and conditions more particularly stated therein.
- H.** The Owner/Promoter sought further revision of the layout and building plans in respect of the said Lands and by an Order bearing No. DP/ BHA/ Wagholi / G. No. 1277+1278 (P) +1279 (P) +1281 (P) +1283 (Plot No. 1,2 and 3)/PK No. 820/20-21, dated 28th Dec 2021 passed by the Chief Executive Officer, Pune Metropolitan Regional Development Authority (“PMRDA”), the said Chief Executive Officer granted sanction to the revised layout and building plans pertaining to the said Lands subject to the terms and conditions more particularly stated therein.
- I.** The Owner/Promoter had in the meanwhile acquired ownership in all that piece and parcel of land admeasuring 4,000 sq. mtrs. out of larger land admeasuring 32 Hectares 09 Ares bearing erstwhile Gat No. 1278 (prior thereto known as Gat No. 2264), situated at Village Wagholi, Taluka Haveli, District Pune (hereinafter referred to as “**said Additional Land No. 1**”) purchased by and under Deed of Conveyance dated 16 November 2013 registered under Serial No. HVL-8 - 9262 of 2013 and
- J.** The Owner/Promoter had also acquired ownership in all that piece and parcel of land admeasuring 4,047 sq. mtrs. (reflected as 4,000 sq. mtrs. in certain documents) forming part of land admeasuring 2 Hectares bearing Gat No. 1278 Hissa No. 1, situated at Village Wagholi, Taluka Haveli, District Pune (hereinafter referred to as “**said Additional Land No. 2**”) purchased by and under Deed of Conveyance dated 15 September 2015 registered under Serial No. HVL-8 - 9120 of 2015.
- K.** The Owner/Promoter sought further revision of the layout and building plans, whereby they amalgamated the said Plot No. 1 with said Additional Land No. 1 and said Additional Land No. 2 and by an amended/revised Development Permission and Commencement Certificate bearing No. DP/ BHA/ HAV/ Mou.Wagholi/ Gat No. 1277 & Ors./ Pra.Kra. 622/ 2022-23 dated 21 November 2022 passed by the Chief Executive Officer, Pune Metropolitan Regional Development Authority (“PMRDA”), the said Chief Executive Officer granted sanction to the revised layout and building plans pertaining to the said Plot No. 1, said Additional Land No. 1 and said Additional Land No. 2 subject to the terms and conditions more particularly stated therein. The said Plot No. 1, the said Additional Land No. 1 and said Additional Land No. 2 together with the construction thereon is hereinafter referred to as “**the said Larger Property**” and is more particularly described in the **FIRST SCHEDULE** hereunder written and demarcated in Red Colour boundary line on the layout annexed as **Annexure - B** hereto. A copy of the revised Development Permission and Commencement Certificate dated 21 November 2022 is annexed hereto as **Annexure – D** hereto.
- L.** The Owner/Promoter is desirous of developing the said Larger Property as a Group Housing Scheme, but as the area of the land in the said Larger Property to be developed is vast and since the said Larger Property stands naturally sub divided by virtue of 24 mtrs. and 30 mtrs. wide roads, the Owner/Promoter has decided to develop the said Larger Property into different sectors. The First Sector/Phase has already been initiated for constructing multistoried apartment scheme under the name “Panchshil Towers” comprises development of a portion of land admeasuring

2,46,632.75 sq. mtrs. utilizing FSI of 72411.27sq. mtrs. out of the said Larger Property and presently comprises 179 villas of various types and styles. The Owner/Promoter had commenced and completed construction of 45 (Forty Five) Villas bearing Nos. **109 to 117, 122 to 151, 285 to 290** and have obtained Completion Certificates for the same bearing No. DP/ BHA /03.15/CR No 1869/HAV/ Branch 1/ Wagholi / G. No. 1277+1278 (P) +1279 (P) +1281 (P) +1283 dated 01-07-2016. Further the Owner/Promoter has commenced and completed construction of 26 (twenty Six) Villas bearing Nos. **156 to 165, 171 , 172, 276 to 284 and “Joshi Villa”** and have obtained Completion Certificate for the same bearing No. DP/ BHA /Vill. Wagholi / G. No. 1277+1278 (P) and others/Pra. Kra. 622/22-23/5437 dated 17 October 2023 from PMRDA, The Second Sector/Phase mentioned herein above is hereinafter referred to as the said “**Sector C**” (*previously named as Sector 2*) and described in the **SECOND SCHEDULE** hereunder written. The balance portion of the said Larger Property and the balance FSI/FAR will be developed by the Owner/Promoter in 2(two) or more phases in such manner as it deems fit and proper. In addition to the aforesaid, the amenity space(s) for the entire construction of the said Lands would be developed by the Owner/Promoter in the manner it deems fit subject to applicable rules and regulations.

- M.** The Owner/Promoter are going to develop each of the Sectors in such a manner that each of the sector has all the necessary facilities for the enjoyment of facilities stated herein, and that except for utilizing the common water and power infrastructure and such roads as may be designated by the Promoter for common use and all the aforesaid services as have been specifically assigned for their respective sectors, the Allottees of Villas/units/flats/offices/premises of the respective Sectors/Phases shall not be entitled to utilize the common areas and other infrastructure within the other sectors.
- N.** On the said Sector C, (reflected as Sector C in the sanctioned layout plan) the Owner/Promoter has formulated a scheme to put up a project of residential Villas presently comprising of 179 (One Hundred and Seventy Nine) and which Villas are to be developed in a Phase wise manner. The present Phase II lot of Villas comprises of 10(Ten) Villas or such further buildings/structure/s as would be developed or increased or revised by the Owner/Promoter, which are under construction/development and hereinafter referred as the “**said Project**”. The Sector C which is inclusive of the Phase II villas, comprises development of 179 villas demarcated in red color and the Phase II Villas i.e. the said Project shaded in blue color which is more particularly on the map annexed hereto as **Annexure - E** and described in the **THIRD SCHEDULE** hereunder written. The Owner/Promoter has the absolute, paramount and unfettered right to revise and modify the sanctioned plan/s, so as to add or reduce the area of land and/or the numbers of Villas and the locations of the Villas that are to be constructed in the said Project as well as in other Sectors/phases. The Owner/Promoter has the right to market and sell/open the bookings for the Villas in the said Sector C as per the progress in construction or in phase wise manner or as completed Villas, as maybe applicable.
- O.** The Owner/Promoter has appointed an Architect Mr. Sameer Valimbe who is registered with the Council of Architects in the prescribed manner as their Architect. The Owner/Promoter has also appointed a Structural Engineer, M/s. Strudcom, duly qualified, for the purpose of preparing structural designs and drawings of the building/s to be constructed on the said Larger Property. The Promoter accepts the supervision of the Architect and the Structural engineer till the completion of the building/buildings.
- P.** The Owner/Promoter has registered the said Project, i.e. Phase II of the Villas, under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter

referred to as the said “**ACT**”) with the Real Estate Regulatory Authority at Mumbai- under Serial No. **P52100034062** and a copy of the relevant Registration Certificate is attached as **Annexure - F**.

- Q.** The Owner/Promoter shall construct villas in accordance with the plans sanctioned by the PMRDA.
- R.** On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Larger Property and the Plans, designs and specifications prepared by the Promoters Architect and such other documents as specified under the said Act and the Rules and Regulations made thereunder.
- S.** The Promoter has further represented that all the encumbrances including any litigations have been more particularly referred to in the Title Certificate annexed hereto as **Annexure - G** mentioned hereinbelow.
- T.** The Allottee/s having perused all the necessary documents, deeds and writings and after having been fully informed and satisfied about the same as also about the status of the Sector C, the said Project and the plans, the Allottee/s herein is/are desirous of purchasing from the Owner/Promoter, Villa No. _____ admeasuring _____ **sq.ft.** (i.e. _____ **sq.mtrs.**) comprising of carpet area of the Villa, Gym, Servants Quarters and utilities area together with Garage comprising **2** Garage Parking Space/s (hereinafter referred to as “said Villa”), along with Enclosed Balcony area of _____ **sq. mtr** and Open Balcony area of _____ **sq.mtr.**, including the right to use, the land appurtenant to the aforesaid Villa admeasuring _____ **sq.mtrs** together with Swimming Pool / Garden Space constructed thereon, (hereinafter referred to as “**Villa Appurtenant Area**”), (hereinafter the said Villa and the said Villa Appurtenant Area is collectively called “the said Premises”) in the said Project at or for the price and on the terms and conditions hereinafter contained. The Floor Plan of the said Premises is annexed hereto as **Annexure - H**. The said Premises is more particularly described in the **FOURTH SCHEDULE** hereunder written. The said Premises is agreed to be purchased as a “bare shell” and specifications of the said Premises are annexed hereto as **Annexure - I** hereto.
- U.** A copy of the Certificate of Title issued by Hariani & Co., Advocates and Solicitors dated 8th July, 2014 and 15th July, 2016 has been furnished by the Owner / Promoter to the Allottee/s, and a copy of Certificate of Title dated 15/07/2016 has been annexed and marked **Annexure - G** hereto.
- V.** Notwithstanding the above mentioned Title Certificate, the Allottee/s has/have prior to the execution of these presents taken inspection of all the title related deeds, documents pertaining to the said Sector C, revenue records and also plans and specifications, approvals and permissions, sanctions given by various Authorities as also the plans, designs and specifications prepared by the Architects of the Owner / Promoter and all other documents specified under the Maharashtra Ownership of Flats (Regulation of Promotion, Construction, Sale, Management and Transfer) Act 1963 and Real Estate (Regulation and Development) Act, 2016. The Allottee/s has/have also satisfied himself/ herself/ themselves as to the marketability and title to the said Sector C and the Allottee/s has/have agreed, not to make any requisition/s and/or to call for any further documents, pertaining to title of the said Sector C and with respect to the authority of the Promoter, to develop the said Sector C.
- W.** The Owner/Promoter represents to the Allottee/s that Kelly Hoppen for Yoo Limited is into the business of design and marketing. The said Kelly Hoppen for Yoo Limited has

entered into an agreement with Kelly Hoppen, a world renowned designer to utilize her services for Designer Concepts and Designer Images for residential projects.

- X.** The Allottee/s understands that the Owner/ Promoter has with the intent to bring international design concepts to Pune, entered into a License and Design Services Agreement dated 29th April, 2013 (“the said License Agreement”) with the said Kelly Hoppen for Yoo Ltd. under which agreement the Owner/ Promoter has inter alia been granted a license to use the trademarks “Villas by Kelly Hoppen for YOO or Kelly Hoppen for YOO Villas” and “yoo” in the marketing, branding, management and maintenance of the said Sector C/Project on the terms and conditions particularly set out in the said License Agreement. Further, the Owner/Promoter is entitled to a license of the concepts provided by Kelly Hoppen for Yoo Limited for the Villas herein and to further implement such concepts in development of the said Sector C/Project.
- Y.** The Allottee/s has perused the said License Agreement and further agree/s that it is the express condition of this Agreement that the said License Agreement shall be binding on the Allottee/s. In observance and conformity and as an agreement /undertaking to abide with the terms and conditions of the said License Agreement, the Allottee/s has/have executed the present agreement and the same is the essence of this agreement.
- Z.** The Owner/ Promoter has represented to the Allottee/s that the basic and other amenities, the common areas and limited common areas and facilities as provided in **Annexure - J** annexed hereto to the Agreement, will be provided, to the Allottee/s in respect of the said Premises. The said common amenities and common areas excluding limited common areas shall be common for use and enjoyment of all the villa holders in the said Sector C.
- AA.** Under Section 13 of the said Act, and Section 4 of the Maharashtra Ownership of Flats Act, 1956, the Promoter is required to execute a written Agreement for sale of the said Premises with the Allottee, being in fact in fact these presents and also to register said Agreement under the Registration Act, 1908.
- BB.** Relying upon the aforesaid, the Owner/Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase / acquire from the Owner/Promoter the said Premises at the price and on the terms and conditions herein contained;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. AGREEMENT TO PURCHASE :

- a. The Owner/Promoter shall construct the structures (wherein comprised are the said Premises agreed to be acquired by the Allottee/s as hereinafter contained) on the Sector C in accordance with the plans and specifications approved by the authorities concerned and copies whereof have been furnished to the Allottee/s. The present particulars of structure/s e.g. number of structures, number of different types of Villas therein, number of floors therein, the nature of the premises comprised therein as permissible under the Development Control Rules and Regulations for the time being in force etc. have been

furnished to the Allottee/s, who has / have independently scrutinized and satisfied himself/herself/ themselves/itself of all aspects relating thereto. Without materially and substantially adversely or prejudicially affecting the said Premises agreed to be acquired by the Allottee/s, the Owner/Promoter shall be however entitled to make any variations, alterations or amendments in the scheme of development of the said Lands and/or Sector C and/or the said Project and/or any part/s thereof in particular the said plans or specifications of the said structure/s and/or the layout of the said Lands and/or Sector C and/or the said Project in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges benefits of easements by way of right of way and/or access, to draw, lay, install any connection or services such as water, drainage, sewage, electricity etc. for the more beneficial use and enjoyment of the said Lands and/or Sector C or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Lands and/or Sector C and/or the said Project and/or the structure/s constructed or to be constructed thereon or if desired by the Owner/Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the Development Control Authorities concerned or any statutory body or authority. The Allottee/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same.

- b. The Allottee/s agree/s to acquire from the Owner/Promoter Villa No. _____ admeasuring _____ - **sq.ft. (i.e. _____ sq.mtrs)** comprising of carpet area of the Villa, Gym, Servants Quarters and utilities area together with Garage comprising **2** Garage Parking Space/s (hereinafter referred to as "**said Villa**"), along with Enclosed Balcony area of _____ **sq. mtr** and Open Balcony area of _____ **sq.mtr**, including the right to use, the land appurtenant to the aforesaid Villa admeasuring _____ **sq.mtrs.** together with Swimming Pool / Garden Space constructed thereon, (hereinafter referred to as "**Villa Appurtenant Area**"), (hereinafter the said Villa and the said Villa Appurtenant Area is collectively called "**the said Premises**"), and the same is more particularly described in the **FOURTH SCHEDULE** hereunder written and the Plan of the said Premises is annexed hereto as **Annexure - H**, which is under construction by the Owner/Promoter in the said Project, which forms part of the said Sector C in accordance with the plans and specifications sanctioned by the Pune Metropolitan Region Development Authority and other authorities concerned. The nature, extent and description of the common / limited areas and facilities appurtenant to the said Premises are also more particularly set out in **Annexure - J** hereto annexed. The said Premises is agreed to be purchased as a "bare shell" and specifications pertaining to the said Premises are shown in the list at **Annexure I** hereto annexed.
- c. This Agreement is on the express condition that certain other premises to be constructed in the said Sector C have or are agreed to be sold subject to the exclusive rights of such Villa Allottee/s with regard to their respective open space/terrace/garden attached to their respective Villa and/or exclusive use of their respective car parking space as aforesaid and that the user of each of such premises and the rights in relation thereto of each Villas Allottee/s shall be subject to all the rights of the other Villa Allottee/s in relation to their respective premises. None of the other villas Allottee/s in the said Sector C/Project shall have any right whatsoever to use and/or occupy the open space/terrace/garden/car parking as stated aforesaid and acquired by any Villa Allottee/s nor can they do or cause to be done anything whereby the Villa Allottees is/are prevented from using and occupying the said terrace/open space/garden/car parking in the manner as aforesaid or the rights of such Villa Allottee/s , to the same are in any manner affected or prejudiced. Correspondingly, the Villa Allottee/s covenants that he/she/it/they shall exercise his/her/its/their rights consistently with the rights of the other villas Allottee/s and shall not do anything whereby such other villa Allottee/s are prevented from using or occupying exclusively their respective premises including the open space/terrace/garden/car parking space allotted to them in the manner as stated aforesaid or whereby the rights of the other villa Allottee/s with regard to their respective

premises including the terrace/open space/garden/car parking space as aforesaid are in any manner affected or prejudiced. The Villa Allottee/s covenant that they shall not raise any objection, claim or demand against the Owner/Promoter or against any other villa Allottee in relation to the exclusive use by any other villa Allottees of any limited common areas and facilities, exclusively granted to such villa Allottees.

2. GENERAL TERMS:

The said Premises are agreed to be sold by the Owner/Promoter , subject to the following:

- a. Any scheme or resolution or plan affecting the said Lands and/or the said Larger Property and/or the said Sector C or the said Project or any part or parts thereof made or to be made by any authority concerned including the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s.
- b. Its present user as residential and other permissible users.
- c. The Allottee/s declare/s and warrant/s that his/her/their/its interest and concern shall be confined to the said Premises and no other or further and notwithstanding anything contained herein or otherwise, the Owner/Promoter shall be at full and absolute liberty to revise alter or otherwise deal with the remainder of said Project/Sector C/ said Larger Property or any part thereof in such manner as the Owner/ Promoter deems fit and exigent and the Allottee/s shall not directly or remotely interfere or create hindrance in the operations of the Owner/ Promoter. This is one of the important terms of the Agreement and any breach thereof by the Allottee/s shall tantamount to ipso facto termination hereof.
- d. The Owner/Promoter shall be exclusively entitled to hold and otherwise deal with, in all respects, for its own benefit and account the amenity area / open space in such a manner desired by the Owner/Promoter including construction of residential and other premises together with benefit of use and employment of and dealing with in all respects, all or any common areas facilities and amenities including amenity area / open space of the said Project.
- e. It is expressly agreed by the Allottee/s that should the Owner/Promoter desire/s to amalgamate or merge any particular premises with other premises (adjoining/ above /below) into one and / or bifurcate any such premises into more than one unit, then the Promoter shall be at liberty to do and / or caused to be done all such acts, matters and things to effectuate such amalgamation / merger/bifurcation and as a consequence of such amalgamation etc. any revisions, alterations, changes, additions etc, takes place in the layout of such concerned premises including the inclusion etc, of the semi exclusive passage/s and / or other area/s set out and annexed hereto as **Annexure - J** into such concerned premises amalgamated etc. as above, the Owner/Promoter will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and / or all matters of and incidental thereto and hereby grant/s irrevocable consent for the same provided nothing done by the concerned person/s shall directly affect or prejudice the said Premises herein agreed to be acquired by the Allottee/s.
- f. Any relevant and necessary covenants as may be stipulated by the Owner/Promoter for the more beneficial and optimum use and enjoyment of the said Lands/said Larger Property/said Sector C/said Project (i.e. the said Sector C together with the structure/s thereon) in general and for the benefit of any class of holders of any Villas and other premises, as the case may be, or any part thereof.

- g. All rights of water, water drainage, water course, light and other easements and quasi or reputed easements and rights of adjoining Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters..
- h. All the covenants and conditions ensuing for the benefit of the Owner/Promoter, Order of lay-out, Order of N. A. user, Agreement/s made in respect of the structure/s to be constructed on and/or in respect of the potential of amenity area or the other holding/s of the Owner/Promoter and all terms and conditions stipulated or to be stipulated by the Owner/Promoter in respect of the common areas, facilities and amenities to be provided for the benefit of the said Sector C or other lands (contiguous or adjoining thereto) or any part/s thereof.
- i. It is further expressly agreed between the parties that the Owner/ Promoters shall have the irrevocable rights to construct and complete the development of the said Sector C/said Project, within the time frame and in the manner as the Owner deems fit. The Allottee/s hereby give their irrevocable consent and no objection to the Owner/Promoters to enter upon the said Sector C or the said Project or any part thereof, carry on construction, complete the construction, sell the Villas constructed in the said Sector C for the consideration and on the terms and conditions as the Owner/Promoters deems fit and proper. The Allottee/s agree not to create any obstruction or hurdle or raise any objection to the Owner/Promoters entering the said Sector C and/or the said Larger Property and completing the construction of the said Sector C/Project and using the entire developable capacity/potential of the said Sector C and/or the said Project and/or the said Larger Property as the Promoter deems fit and proper.
- j. For the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum use and enjoyment of the remaining portions of the said Sector C and/or the said Lands and/or the said Larger Property and/ or any part/s thereof by the Owner/Promoter, the Owner/Promoter shall be entitled to grant, over, upon or in respect of any portion/s of the said Project/Sector C all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the said Project/Sector C and/or any other land/s contiguous/adjoining the said Project/Sector C and/or any part/s thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Project/Sector C and/or any other land/s contiguous/ adjoining the said Project/Sector C and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Owner/Promoter. It is agreed that for convenience (administrative or otherwise), the Owner/Promoter shall be at liberty in its sole discretion to
 - i) Form Societies/Condominiums/Companies for the management, maintenance and otherwise control and regulation of the affairs of one or more Type of Villas /Phases comprised in the said Sector C as may be permissible and conveniently possible:
 - ii) To form, an Ultimate / Apex Body /federations of all the Societies /Condominiums/Companies in the said Sector C/said Larger Property for maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the said Sector C/said Larger Property, subject to the same being permissible by the authorities concerned and the Allottee/s hereby irrevocably consent/s to the same. The term Ultimate/Apex Body/Federation shall be accordingly construed wherever such construction is permissible in relation to the said term.
 - iii) It is made expressly clear that the ultimate transfer deed/s in respect of the said Sector C and/or the said Project and/or the said Larger Property and/or any part/s thereof and/or the structure/s thereon shall contain such provisions which shall be accordingly framed

and the rights and obligations thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective premises comprised in the said Project/Sector C as the Owner/Promoter may reasonably require for giving effect to and/or enforcing the said restrictions covenants and stipulations.

3. CONSIDERATION :

- a. The Allottee/s agree/s to pay to the Owner/ Promoter the purchase price of **Rs.18,50,00,000/- (Rupees Eighteen Crore Fifty Lakh Only)** in the manner specified in the **FIFTH SCHEDULE** hereunder written and the same as specified shall not be changed or altered by the Allottee/s under any circumstances. The Cheque/Demand Draft for the payment of aforesaid Purchase price shall be drawn by the Allottee specifically in the name of "PANCHSHIL INFRASTRUCTURE HOLDINGS PRIVATE LIMITED-COLLECTION ACCOUNT". and payable at Pune.
- b. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **2** Nos. garage/covered car parking space being constructed in the said Villa for the consideration of **Rs. NIL (Rupees Nil Only)**
- c. The Total Aggregate Consideration amount for the said Premises including the garage/covered car parking space is **Rs.18,50,00,000/- (Rupees Eighteen Crore Fifty Lakh Only)** The Total Aggregate Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST), Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Premises. It is hereby agreed between the parties after due considerations that the purchase price / total aggregate consideration mentioned is after giving effect of benefits (i.e. on account of reduction in GST rate and/or input tax credit) arising due to implementation of GST in terms of Section 171 of the Central Goods and Services Tax Act, 2017 and hence no further benefits needs to be passed on to the Purchaser on account of the same. The Purchaser has understood and agrees with the consideration to be paid in terms hereunder and shall not raise any dispute or claim respect to same here after.
- d. The Total Aggregate Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- e. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Villa is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 (three) percent. The Total Aggregate Consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules formulated under RERA, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Schedule mentioned hereinabove and in any

event before the handing over of possession of said Premises to the Purchaser The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. OTHER CONTRIBUTIONS:

The Allottee/s shall in addition to the purchase price pay the following amounts to the Owner/ Promoter: -

(i) Towards Maintenance Deposit

The maintenance deposit as more particularly set out in Clause 5, to be paid by the Purchaser/s to the Owner/Developer prior to the handing over of the possession of the said Premises after completing the interior work as mentioned hereinbelow;

(ii) Towards Monthly Maintenance Charges

Lump sum charges for maintenance of common area and facility, excluding the electricity and water charges for common area in the Sector C/said Project, for a period of 2 English calendar years, as more particularly set out in Clause 6 (b).

The Cheque/Demand Draft for the payment of aforesaid amount shall be drawn by the Purchaser/s specifically in the name of **PANCHSHIL INFRASTRUCTURE HOLDINGS PVT. LTD.** and payable at Pune.

5. MAINTENANCE DEPOSIT:

- a.** With a view to provide continuous and consistent maintenance of the said Sector C/Project, it has been agreed that all the Villa Allottees including the Allottee/s herein, shall pay to the Owner/Promoter, such amount as may be decided by the Owner / Promoter and as mentioned in clause 4(i) towards 'maintenance deposit', prior to handover possession of the said Premises hereof by the Promoter to the Allottee.
- b.** The maintenance deposit so collected shall be invested by the Owner/Promoter, at its sole discretion, in any reputed Bank or security or other secured investments as the Owner/Promoter may deem fit yielding optimum return by way of interest/dividend. The income accruing from the deposit shall be earmarked and utilized for defraying the expenses relating to operation, maintenance, repairs and renovations, reinstatement of general amenities and all outgoings to be payable in respect thereof payable by the Villa Allottee/s.
- c.** The maintenance deposit to be constituted as above or the balance thereof after incurring expenses as above, will be transferred to and be held by the society/condominium/company that would be formed or the Ultimate / Apex Body/ies /Federation/Member Societies to be formed by the premises holders of different types of structures/ Villas in the said Sector C/said Larger Property in such proportion as the Promoter deems fit, so that ultimately the management of these funds and the disbursements to be made there from and/or the investment thereof will be controlled by the premises holders (through their respective Ultimate / Apex Body/ies/member Societies of which they will be members) of the structures in the said Sector C after development thereof is fully completed by the Owner/Promoter.

6. TIMELY PAYMENT:

- a. It is hereby expressly agreed that the timely payment of each of the installments of the purchase price and other monies payable hereunder is the essence of contract.
- b. Prior to the delivery of possession of the said Premises by the Promoter to the Allottee/s, the Allottee/s shall also pay to the Promoter such amount as may be decided by the Owner / Promoter and as mentioned in clause 4(ii) as lump sum charges for maintenance of common area and facility excluding the electricity and water charges for common area in the said Sector C/Project for a period of 2 English calendar years. The Promoter shall use and utilize the said amount towards maintenance of common area and facility of and in the said Sector C/Project on the said Larger Property till the end of 24 months from possession of the said Premises being handed over to the Allottee (which date means the date on which Owner/Promoter shall give notice to the Allottee/s that the possession of the said Premises are ready to be handed over to him/her/it/them). The said maintenance charges of common area and facility payable by the Allottee/s shall be computed by dividing the total estimated cost of maintenance of the common area and facility on the said Sector C, (as estimated by the Promoter) by the total number of villas on the said Sector C. In the event the expense increase, the Allottee shall pay such additional amounts as demanded by the Owner/Promoter for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation. On expiry of the aforesaid term of 24 months, the Allottee/s shall continue to make payment of the maintenance charges on a monthly basis, in accordance with the bills raised by the Promoter, at such rate as maybe decided by the Promoter from time to time.
- c. The Owner/Promoter, after deducting from the various amounts paid by the Allottee/s to the Owner/Promoter as deposits and expenses due in respect of the said Premises/said Project as aforesaid and the costs, charges and expenses referred to herein shall transfer the balance in the proportion decided by the Owner/Promoter, to the said Ultimate/Apex Body/member Societies that may be formed and registered of the Villa owners/s of all the premises comprised in the said Sector C/Project. The accounts, in this behalf, shall be rendered by the Owner/Promoter to the Society/condominium/company and not the Allottee/s in his/her/its/their individual capacity. The Allottee/s shall on demand pay to the Owner/Promoter such further amount/s by way of deposit, monthly maintenance charges, etc. for such expenses if required.
- d. All payments hereunder shall be made by cheque drawn on banks in Pune or demand draft payable at Pune or by means of electronic transfer only and not otherwise. The timely payment of each of the installment/s of consideration and other amount/s as aforesaid shall be the essence of the contract. The Promoter shall address a 10 days prior written notice to the Allottee/s demanding payment of monthly maintenance charges and a 7 days prior written notice to the Allottee/s demanding payment of any other sums under this Agreement and if the Allottee/s make/s default in payment of any of the said installments/dues on their respective due dates as aforesaid, the Owner/Promoter shall be entitled to treat such default as a breach of this Agreement. On the Allottee/s committing 3 (three) defaults of payment of installments and other amounts payable under the present Agreement, the Promoter shall be entitled to cancel/terminate this Agreement by addressing a 15 days' notice to the Allottee/s. Without prejudice to the aforesaid, the Allottee/s shall be liable to pay to the Owner/Promoter, the Allottee/s shall be liable to pay to the Owner/Promoter interest at the rate of State Bank of India highest Marginal Cost of Lending Rate then applicable Plus 2% per annum on the amount of the installment/s and/or due/s in arrears for the period of the delay in payment of such installment/s and/or due/s.

- e. The Owner/Promoter shall maintain a separate account in respect of the sums received by the Owner/Promoter from the Allottee/s as advance or deposit on account of maintenance deposit and maintenance charges, share capital, formation charges, towards the outgoings or legal charges etc. and shall utilize the amounts only for the purpose/s for which they have been received, except in case of default of the Allottee/s in which event the Owner/Promoter will be at liberty to appropriate/ adjust moneys held on one account with money due on other account/s.
- f. The Promoter is desirous that the said Sector C/Project should adhere to the highest in industry standards as regards housekeeping and maintenance of the common areas and facilities and thus the Promoter has decided to entrust the housekeeping and maintenance of the common areas and facilities of the said Sector C/Project to A2Z Online Services Private Limited or any other entity/person designated by the Promoter, on such terms and subject to such conditions as is reasonable in a contract of such nature. The Allottee/s hereby accord his/her/their/its consent to the appointment of A2Z Online Services Private Limited/any other entity/person as facility manager for rendering housekeeping and maintenance services of the common areas and facilities of the said Sector C/Project up to such time the said Sector C is completed in entirety. The services to be provided by A2Z Online Services Private Limited/any other entity/person shall be limited to house-keeping and maintenance of common areas, pump rooms, STP, internal roads. The same shall also include the maintenance of the 'Paved Access Area' i.e. a portion adjoining the Villa Appurtenant Area for the V- III Type Villas whereby entry and exit to the said Premises is regulated and the said 'Paved Access Area' is more particularly illustrated in **Annexure - H** annexed hereto in Green Colour.. The maintenance charges or any revised amount, collected as set out in Clause 4(ii) hereinabove by the Owner/Promoter shall be payable to A2Z Online Services Private Limited/any other entity/person in charge of housekeeping.

7. TERMINATION :

Without prejudice to the other provisions herein contained, the parties agree that if the Allottee/s commits default in payment of any amount due and payable by him/her/them to the Owner/Promoter under this agreement or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Owner/ Promoter shall be entitled to terminate this agreement. Upon such termination, the Owner/Promoter shall be entitled to sell the said Premises to any person without any claim whatsoever from the Allottee.

Further, the Owner/Promoter shall upon such termination refund without interest the consideration paid hereunder upto the date of such termination, only after selling/disposing of the said Premises to any other person/s or party.

8. CONSTRUCTION, DESIGN AND SPECIFICATIONS:

- a) The Allottee/s is/are aware that the perspectives/ elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Owner/ Promoter at its sole discretion may think fit and proper or as may be required by the concerned Authorities/ Government. The Allottee/s shall have no objection/ complaints whatsoever on that account and hereby give his/her/their irrevocable consent for such changes.
- b) It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Owner/ Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout

in a tenement, vegetation and plantation shown around the villas, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. The Brochure/Master Plan is the tentative projection of the whole plan of the said Sector C/Project. There may/will be variations depending on the practical and technical problems or if so desired by the Owner/ Promoter and therefore the said Sector C/Project shall not/may not be the same as in the brochure/master plan. The Owner/ Promoter shall not be liable for such variations nor shall the Allottee/s question the same in any manner.

c) The parties agree that the Owner/ Promoter shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications annexed hereto as the Owner/Promoter may deem fit and proper or required by the concerned authorities as long as the same does not materially affect the said Premises. The Allottee/s hereby irrevocably agree/s and give/s his/her/their/its irrevocable consent to the Owner/Promoter for carrying out amendments, alterations, modifications and /or variations in respect of the said layout, without affecting the said Premises.

d) The Owner/Promoter hereby declares that basic Floor Area Ratio (F.A.R.) available in respect of the said Larger Property is one only. The Allottee/s is/are aware of the following:

Notwithstanding anything to the contrary or otherwise contained herein, pursuant to the rights of exploitation of the potential (now or future) of the said Lands reserved unto the Owner/Promoter, the Owner/Promoter shall, at all times hereafter including before transfer of the said Larger Property in favour of the Ultimate/Apex Bod/ies/Federation/s, have the unfettered and unrestricted right to avail of the F.A.R. as may be permissible and in the manner and ratio as the Owner/Promoter deem fit and in particular:

(i) To utilize such F.A.R. now or hereafter available and relating to the said Lands or any part/s thereof in any manner whatsoever in its entire discretion either on the said Larger Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands.

(ii) To utilize such F.A.R. now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible.

(iii) To utilize F.A.R. now or hereafter available as may be permitted in respect of variation or reduction of open spaces etc. of the said Sector C in the structure/s to be constructed on the said Lands and/or any portion/s thereof.

(iv) To utilize such F.A.R. as the Owner/Promoter may obtain or acquire by way of transfer of development rights or otherwise from or in respect of any other land or property or structure/s by construction of additional floors or storeys or structures or to be constructed on the said Lands.

(v) In any of the aforesaid cases, the Owner/Promoter shall furnish to the Ultimate/Apex Body /Federation all detailed particulars in respect of such utilization of the said F.A.R. by the Owner/Promoter on completion of the development of the said Sector C. The F.A.R. (residual, additional, transferred or otherwise) in respect of the said Sector C not consumed will be available to the Owner/Promoter before and even after the transfer/conveyance of the said Sector C and/or the said Larger Property with the structure/s constructed thereon in favour of the Ultimate/Apex Bod/ies/Federation/s as herein contained.

- e) It is hereby agreed between the parties that balance FSI/TDR if any in respect of the said Lands belongs to the Owner/ Promoter alone and that the Allottee/s as also other apartment, villas, Allottee/s of various premises in the said Project/Sector C shall not have any right, title and interest therein. It is agreed by and between the parties that if the permitted floor space index or density is not consumed in the said Sector C/said Project being put up and/or at any time further construction on the said Lands is allowed, the Owner/ Promoter shall always have the right to put additional construction and /or consume the balance floor space index and/or additional floor space index of any other property whatsoever and the Allottee/s shall not be entitled to claim any share, right, title or interest in such additional F.S.I./TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Owner/ Promoter in any manner they choose. The Owner/ Promoter shall be entitled to float the FSI/TDR of the said Lands in the present scheme to any other property and vice versa if so permitted by the concerned authority.
- f) The Promoter hereby declares that the Floor Space Index available as on date in respect of the land comprising Sector No. C is 2,46,632.75 square meters only and Promoter has planned to utilize Floor Space area of 72411.27 for the said Sector Concluding the said Project by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by Sector C implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Sector C/Project. The Promoter has disclosed the Floor Space Area of 72411.27 as proposed to be utilized by him on the land comprising Sector C and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of the said Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- g) The Allottee/s further agree/s and confirm/s that the Owner/Promoter shall be entitled to utilize the balance FSI, additional FSI and TDR in the manner as the Promoter/Owner deems fit and Promoter/Owner shall be entitled to revise or amend the sanctioned plans as the Promoter/Owner deems fit and the Allottee/s gives their consent and no objection to the same.
- h) The Owner/Promoter shall at all times before the transfer/conveyance and vesting of the said Sector C i.e. land and/or part/s thereof with the structure/s thereon to the Ultimate/Apex Body have the absolute right to make or cause to be made additions, alterations, raise additional structure/s at any time or construct new structures on the said Sector C as may be permitted by the Authorities concerned and such additions, alterations and/or additional structures or storeys, shall be the sole and exclusive property of the Owner/Promoter who shall be entitled to deal with or dispose of the same in any way it chooses and the Allottee/s hereby consent/s to the same.
- i) The Allottee/s hereby further agree/s that after the Ultimate/Apex Body/Federation is formed and registered, the Allottee/s as member/s of such Ultimate/Apex Body shall give to the Owner/Promoter all such facilities, assistances and co-operation for the aforesaid purpose and the Owner/Promoter/Federation shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities to the said additional storeys or structures which may be constructed by the Owner/Promoter on the said structure/s or to the new structure/s and the Allottee/s consent/s to the same.

- j) It is an express condition of this Agreement that all such Agreements entered into by the Owner/Promoter with any person/s in respect of any premises comprised in the said Sector C and/or the structure/s thereon shall be binding on the Allottee/s and all other Villas Allottee/s of the other premises comprised in the said Sector C and/or on the said Ultimate/Apex Body which may be formed by the Villas Allottees/s of such premises and that the Allottee/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Owner/Promoter with other person/s with regard to such premises as aforesaid and the Allottee/s hereby undertake/s and give/s his/her/its/their consent to the Owner/Promoter to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Allottee/s as the Allottee of the said Villa or as constituent/s of the Ultimate/Apex Body as may be required from time to time to enable the Owner/Promoter to carry out its part of such Agreement/s as aforesaid.

9. CLUB HOUSE

- a. The Club House is located on the Amenity Space and the Developer/Promoter is entitled to sell the said Club House alongwith the said Amenity Space to a third party;
- b. The Purchaser shall be entitled to use the club house facilities by executing a Club House Facility Agreement with such Third Party thereby inter alia agreeing to make payment of such membership charges as may be set out therein.
- c. The Villa Purchaser is aware and has further agreed that the said club house facility shall not only be available to the villa purchasers in the said Project / Sector C but shall be available for the general public availing such facility from such third party on such terms and conditions as such third party may deem fit.

10. CONSTRUCTION

The Owner/ Promoter shall construct the said Premises in accordance with the sanctioned plans and shall further carry out the design work in the said Premises in accordance with the specifications as set out in **Annexure - I** annexed hereto.

11. GARAGE PARKING

It is specifically agreed by the Allottee/s that the Garage Parking Space(s) provided within the said Villa shall be an integral part of the said Premises and the Allottee shall not in any event park his/her/their two wheelers or four wheelers outside the said Villa or on the internal roads within the said Project/Sector C. Further, the Allottee/s shall not be entitled to transfer/assign his/her/their rights to such Parking Space independent of the said Premises

12. WATER SUPPLY AND ELECTRICITY

- a. The said Lands are within the limits of Pune Municipal Corporation (“**PMC**”), however no municipal water supply is available to the said Lands. However the Owner/Promoter has entered into an agreement with the Irrigation Department for lifting water. Further the Owner/Promoter has also set up a water purification plant on the said Lands for treating the water to make it consumable and has also made arrangement for distributing water to all the units/apartments/bungalows/villas that are to be constructed on the said Lands. The Owner/Promoter or the company providing water shall raise water bills for provision of the water supply and the Allottee/s agrees to make timely payment of the same.

- b. The said Lands are presently under the limits of PMC In the event the PMC, shall take over the water supply infrastructure and supply the water to the units/apartments/bungalows/villas constructed thereon, the Villa Purchasers shall pay the bills raised in this regard.
- c. Otherwise, on the completion of development of the entire said Larger Property, the Owner/Promoter shall handover the entire water infrastructure including the treatment plant to the Ultimate/Apex Body who shall thereafter be responsible to run, manage and maintain the same and raise the bills for the water supply, which the Allottee/s would be liable to pay.
- d. As regards the electricity supply, the Allottee/s shall be liable to pay the charges for the same in accordance with the bills raised by the company or organization or MSEDCL that may raise bills in regards to such supply.
- e. It is clarified that the maintenance charges set out in clause 4(ii) & 6(b) hereinabove do not include the maintenance charges for the common water and electricity consumption for the common areas, which are to be borne and paid by the various Villas Allottees in the said Sector C/Project, in accordance with the bills raised from time to time.

13. TAXES

- a. The Allottee/s shall pay (a) Central Goods and Services Tax under Central Goods and Services Tax Act, 2017 and (b) State Goods and Service Tax under Maharashtra Goods and Service Tax Act, 2017, on the agreed purchase price and other consideration/ other charges or deposits that the Allottee is required to pay to the Owner or any other person under this agreement as and by way of Cheque/Demand Draft in the name of "PANCHSHIL INFRASTRUCTURE HOLDINGS PRIVATE LIMITED-COLLECTION ACCOUNT" and/or such other name as maybe intimated.
- b. Provided that any deduction of amounts made by the Allottee/s on account of Tax Deducted at Source (TDS) under the Income-tax Act 1961 or any similar act to be enacted in the future, as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate matches with Income Tax Department website. The Allottee shall give the original tax deducted at source certificate to the Owners within 7 days from date of deduction of tax at source.
- c. Provided further that at the time of handing over the possession of the said Premises, if any such certificate is not produced, the Allottee/s shall pay an equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the Allottee producing such certificate within 4 months of the possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivables from the Allottee/s.
- d. The Allottee/s specifically agree/s to pay any taxes under the applicable law as ascertained and informed by the Developer. In furtherance to the above the Allottee further agrees that if due to imposition of any new taxes/duties/levies/cesses or any interpretation or amendment or any other reason/s the transaction covered by this Agreement is held subject to any other taxes payable to the Government, Municipal Corporation and or, other local or public body or concerned authority, the same shall be paid or reimbursed by the Allottee/s to the Owner/Promoter within 7 days from the

date of intimation by the Owner/Promoter to the Allottee/s as the case may be. The amount payable as determined by the Owner/Promoter shall be final and binding on the Allottee/s. This is a material term of the Agreement and any failure to make timely payment shall entitle the Owner/Promoter to terminate this Agreement in accordance with Clause 8 hereinabove.

- e. The Allottee/s shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Premises and on the said Sector C proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate or grant of possession of the said Premises whichever is earlier.

14. **TITLE**

The Allottee/s hereby agrees that he/she/they has/have inspected the documents regarding the title of the Owner/ Promoter in respect of the said Larger Property and/or said Sector C and satisfied herself/himself/ themselves as to the title of the Owner/ Promoter in respect of the said Larger Property and/or said Sector C and that he/she/they is/are not entitled to further investigate and/or raise any objection or requisition in respect thereof.

15. **POSSESSION**

- a. The Owner/ Promoter herein shall give the possession of the said Premises to the Allottee/s on or before 36 Months from the execution of this agreement subject to a further grace period of 6 months, provided always that the Allottee/s have made timely payment of all dues payable by the Allottee/s to the Owner/ Promoter, in pursuance of these presents including the sums payable under the **FIFTH SCHEDULE**. The aforesaid possession date is only in respect of the said Premises and not in respect of the said Sector C/Project and the said Sector C/Project along with all its common areas and facilities shall be handed over at a later date on completion of the said Sector C. If the Owner/ Promoter is unable to give possession of the said Premises to the Allottee/s on or about the said date and a further grace period of 6 months, then the Owner/ Promoter shall be entitled to a reasonable extension of time as set out hereinbelow. In the event of delay beyond the extended time frame, the Allottee/s shall have the option of terminating this Agreement and on such termination, the Owner/Promoter shall refund to the Allottee/s, the amount already paid by the Allottee/s in respect of the said Premises together with simple interest at State Bank of India highest Marginal Cost of Lending Rate + 2% per annum simultaneous with the Allottee/s executing and registering the requisite documentation confirming termination of this Agreement and further confirming that the Allottee/s shall have no further, right, title or interest in the said Premises. It is also agreed that the Allottee/s shall not be entitled to any other amount by way of damages or otherwise.

Provided however, that the Owner/ Promoter shall be entitled to reasonable extension of time for giving occupation of the said Premises if completion is delayed on account of the following force majeure event events :

- i) Any notice, order, rule, legislation, statute etc. issued by the Government and/or court of law or tribunal, competent authority, statutory authority, high power committee or any other public body or authority;

- ii) War flood, draught, fire, cyclone, earthquake, civil commotion, Act of God or any other calamity caused by nature affecting the regular development of the real estate project or;
- b. If the Promoter fails to abide by the time schedule and does not hand over possession of the said Premises to the Allottee/s on the date as mentioned hereinabove and the Allottee/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% per annum on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s.
- c. The Promoter shall within 7 days of obtaining the Occupancy Certificate from the concerned authority and on the Allottee/s making all the necessary payment as per the present Agreement offer in writing the possession of the said Premises to the Allottee/s. The Allottee shall take occupation of the said Premises within 15(fifteen) days of the Owner/ Promoter giving written notice to the Allottee/s intimating that the said Premises is ready for use and occupation and the Allottee/s shall acknowledge receipt of such occupation.
- d. ON the Allottee/s receiving the Notice to take possession of the said Premises from the Promoter, the Allottee/s shall take possession by executing the necessary receipts and other documents as required by the Promoter. If the Allottee/s fails to take possession within the stipulated period as stated hereinabove then the Allottee/s shall be liable to pay Maintenance charges as applicable.
- e. The Owner/Promoter does not commit in any manner whatsoever as to the date of commencement and period of completion of the balance buildings in the said Sector C/Project and also the balance sectors/portion/s out of the said Larger Property.

16. WARRANTY:

- a. If within a period of 5 (Five) years from the date of handing over the said Premises to the Allottee/s (which date means the date on which Owner/Promoter shall give notice to the Allottee/s that the possession of the said Premises are ready to be handed over to him/her/it/them), the Allottee/s brings to the notice of the Owner/ Promoter any defect in the structure of the said Villa or building or the material used in the construction of such structure then, wherever possible such defects shall be rectified by the Owner/ Promoter at its own costs. The Owner/Developer has informed the Allottee/s that the defect liability mentioned hereinabove shall be applicable in respect of the structure of the said Villa and not the interiors, furniture, fixtures, fittings, decorations and designing of the said Villa.
 - b. The aforesaid warranty is subject to the Allottee/s abiding by the terms and conditions pertaining to use and occupation of the said Premises as mentioned herein and in the event of the Allottee/s failing to abide by the same, the warranty shall be void.
- 17.** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises or of the said Lands/Larger Property/said Sector C and the said building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Villa hereby agreed to be sold to the Allottee/s.

18. **COVENANTS OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee/s as follows:

- i. The Promoter has clear and marketable title with respect to the said Lands and has the requisite rights to carry out development upon the said Larger Property/said Lands and also has actual, physical and legal possession of the said Larger Property/said Lands for the implementation of the Project;
- ii. The Owner/Promoter are going to develop each of the Sectors in such a manner that each of the sector is in itself complete with all the common areas, infrastructures, provisions, facilities, parking, club house, swimming pool and other such facilities, and that except for utilizing the common water and power infrastructure and such roads as may be designated by the Promoter for common use and all the aforesaid services as have been specifically assigned for their respective sectors, the Allottees of apartments/units of the respective Sectors shall not be entitled to utilize the common areas and other infrastructure within the other sectors. Further the Promoter shall handover all the common areas and facilities of the Society/ies and/or Apex Body/Association on the completion of development of the entire layout.
- iii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Sector C/Project and shall obtain requisite approvals from time to time to complete the development of the said Sector C/Project;
- iv. There are no encumbrances upon the said Larger Land or said Lands or the said Sector C/Project except those disclosed in the title report;
- v. There are no litigations pending before any Court of law with respect to the said Larger Property or the said Lands or said Sector C/Project except those disclosed in the title report;
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the said Sector C/Project, said larger Property and said Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Sector C/Project, said Larger Property and said Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Sector C/Project, said Larger Property, said Building and common areas;
- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;

- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Larger Property and/or the Project except those disclosed in the title report.
- xi. After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the said Villa and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take the said Villa.

19. COVENANT OF THE ALLOTTEE:

The Allottee/s so as to bind him/her/them/it and persons claiming under or through the Allottee/s covenant and undertake as under:-

- a. The Allottee/s understands that the Owner/ Promoter has entered into a License and Design Services Agreement dated 29th April, 2013 (“the said License Agreement”) with one Kelly Hoppen for yoo Ltd. under which agreement the Owner/ Promoter has been inter alia granted a license to use the trademarks “Villas by Kelly Hoppen for YOO or Kelly Hoppen for YOO Villas” and “yoo” in the marketing, branding, management and maintenance of the said Project on the terms and conditions particularly set out in the said License Agreement. Further, the Owner/Promoter is entitled to a license of the concepts provided by Kelly Hoppen for Yoo Limited and to further implement such concepts in development of the said Sector C/Project. In furtherance to the said License Agreement, the Promoter is entitled to brand the Sector C including the said Project under the name and style “Villas by Kelly Hoppen for YOO or Kelly Hoppen for YOO Villas”, subject to due observance of the terms and conditions set out therein and the Allottee/s further agree/s that it is the express condition of this Agreement that the said License Agreement shall be binding on the Allottee/s.
- b. The Allottee/s hereby declare/s as follows:
 - i. The Allottee/s acknowledge that the said Project is not owned, developed or sold by Kelly Hoppen for Yoo Limited or any of their affiliates. The Promoter, herein, uses the “Villas by Kelly Hoppen for YOO or Kelly Hoppen for YOO Villas” name and mark under license from Kelly Hoppen for Yoo Limited. (“**Licensor**”), which license may be terminated or revoked according to the terms and conditions of the said License Agreement.
 - ii. The Allottee/s further acknowledge that after completion of the Sector C including the said Project and simultaneous with the conveyance as envisaged herein in favor of the body of villa Allottees formed pursuant to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Real Estate (Regulation and Development) Act 2016, the benefit of the said License Agreement shall be transferred by the Licensor to such body of villa Allottees and on such transfer, such body of villa Allottees shall undertake due

observance and fulfilment of the terms and conditions of the said License Agreement so as to enable all the villa Allottees including the Allottee/s to continue to allow the said Sector C including the said Project to be branded under the name and style “yoo Villas”.

iii. The Allottee/s is aware that the body of villa Allottees formed pursuant to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Real Estate (Regulation and Development) Act 2016 shall, subject to:

- Due observance of the terms and conditions of the License Agreement;
- Obtaining prior approval of yoo as required in respect of pre agreed template wording in specifically approved Advertising and Publicity Material (*as defined in the said License Agreement*);
- The design integrity of the common areas within the Scope Area (*as defined in the said License Agreement*) being maintained to the same extent in which it was designed by yoo; and

be entitled to use the licenses granted to use the brand name “Villas by Kelly Hoppen for YOO Limited” or “Kelly Hoppen for YOO Villas” and the trade mark “yoo” in the marketing, branding, management and maintenance of the said Sector C including the said Project.

- c. The Allottee/s are aware that design rendered by YOO under the said License Agreement is distinctive of its unique style and thus it is imperative that the said Sector C including the said Project should maintain and retain its design integrity. Hence, the Allottee/s agree that the design integrity of the common areas including the Villa Appurtenant Area forming part of the said Premises within the Scope Area (*as defined in the said License Agreement*) i.e. the common areas and amenity spaces as set out herein in **Annexure - J** hereto shall always be maintained so as to comply with the obligations under the said License Agreement.
- d. The Allottee acknowledges and agrees that any use of any of YOO or Licensor’s tradenames or trademarks, service marks, domain name or logos, including the trademark “YOO” without prior consent from Licensor, is expressly prohibited. The Allottee/s further acknowledge and agree that in the event that the said License Agreement is terminated for any reason whatsoever, all use of Licensor’s trade name and trademarks or service marks, domain name and logos, shall cease immediately and all indicia or connection between the said Project and the Licensor, including signs or other materials bearing any of the Licensor’s trademarks, service marks, tradenames, domain name, and logos shall be removed from the said Project.
- e. The Allottee/s shall not at any time put up/erect a temporary/permanent fence or gates or wall or palisade or partition of any kind whatsoever so as to form a closed compound excluding or including Paved Access Area, made from including but not limited to steel railings/cement railings/wooden partitions/ropes/creepers/vine etc. created artificially or naturally, whereby the said Premises is visually reflected or physically separated from the neighboring/adjacent premises.
- f. The Allottee/s shall not at any time hereafter be entitled to change the facade and or the exterior of the said Villa and or of the Villa Appurtenant Area, either by installing grills or changing the colour of the exterior or otherwise in any manner whatsoever altering or changing the elevation of the said Villa and or the Said Villa Appurtenant Area .
- g. The Allottee/s shall not at any time put up/erect a temporary/permanent awning or put up/erect poles to support such awning, awning being made of any material or in any form, naturally or artificially

- h. The Allottee/s shall up keep and maintain the the Villa Appurtenant Area (excluding the Paved Access Area) in the same condition as handed over by the Promoter, not change interlocking pavement tiles to maintain uniformity, as is provided by the Promoter/Owner and shall always be kept open to sky. The Allottee/s shall not put up any structure or cover up or incubate the Villa Appurtenant Area with any material whatsoever created artificially or naturally.
- i. The Allottee/s shall not erect or put any structure or plant any trees, shrubs, bushes save and except as provided or constructed by the Owner/Promoter along the pathway lying between the road and the boundary of the said Premises. The Allottee / s also covenant not to put flower beds / pots / plants / hanging pots in the balcony. Further the Allottee/s shall not erect a gate on the boundary of the said Premises.
- j. To maintain the said Premises (excluding the Paved Access Area) at his/her/their own cost in good tenantable repair and condition from the date on which occupation of the said Premises is taken and shall not do or suffer to be done anything whereby the said the said Premises and surrounding areas where the said Premises is situated, shall be prejudicially affected or which may be against the rules, regulations or bye-laws of the concerned local or any other authority or make any unauthorized change/alteration or addition in Villa or to the said Villa Appurtenant Area.
- k. Not to use the Villa Appurtenant Area for storage of any goods whatsoever and not to store in the said Premises or any part thereof any goods which are illegal, hazardous, combustible or of a dangerous nature or are so heavy as to damage the construction or structure in the said Premises or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried, heavy packages to the upper floors which may damage or are likely to damage the staircases, common passages or any other structure in the said Premises including entrances in the said Premises and in case any damage is caused to the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- l. To carry out at his/her/their own cost all repairs to the said Premises (and maintain the said Premises (excluding the Paved Access Area) in the same condition, state and order in which it was delivered by the Owner/ Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the elevation of the said Villa forming party of the said Premises which may be prohibited by the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- m. The Allottee shall not make any structural change/ alteration/ modifications/ cutting/ chasing in any reinforced concrete structural members and the bathroom fittings for any purpose in the said Villa and shall not alter/remove any RCC member of the said Villa. Similarly the Allottee shall not change/alter/modify/remove elevation of the said Villa. Further, the Allottee/s shall carry out no changes in concealed electrical/plumbing works.
- n. The Owner/Promoter may, from time to time, in the interests of its business and/or the said Project, merge or amalgamate itself with any other entity and/or demerge itself into numerous entities and/or execute any other corporate restructuring actions and for the said purpose, the Owner/Promoter may make applications to the concerned authorities/courts. In such event, the Allottee/s hereby accord their unconditional and irrevocable consent to all such mergers/amalgamations/demergers/other corporate restructuring actions, that the Owner/Promoter may initiate/be part of, from time to time.

- o. Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made by addition or alteration of whatsoever nature in the elevation and outside colour scheme or by way of making, erecting or constructing any temporary or permanent structure including by way of covering or enclosing the adjoining terrace (wherever applicable) of the said Premises is situated and shall keep the sewers and drain pipes in the said Premises and appurtenances thereto in good and tenable repair and condition and in particular so as to support/ shelter and protect the other parts of the said Premises and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the said Premises without the prior written permission of the Owner/ Promoter and/or Ultimate / Apex Body .
- p. Not to make any additions by construction either temporary or permanent in the said Villa by way of purchase of TDR or otherwise in any manner whatsoever or not to change the plinth and height and elevation and colour scheme of the said Villa for whatsoever reason.
- q. Not to affix sign boards, name boards, display boards, advertisements or neon lights in or about the said Premises or any portion thereof save and except the portion designated in the said Premises by the Promoter namely, the name plate board at the entrance of the said Premises; and the same shall be of such size and nature as the Owner/ Promoter shall specify in writing.
- r. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Sector C including the said Project in which the said Premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- s. Not to use the said Premises for any illegal or immoral purpose or which may in any way cause nuisance or annoyance to the occupiers of other premises and in particular, not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said complex in which the said Premises is situated.
- t. Pay to the Owner/Promoter within 15 days of demand by the Owner / Promoter his/her/their further share of security deposit or corpus fund or other amount demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Premises.
- u. Not to change of user of the said Premises by the Allottee/s viz. user for any purpose other than for residential purpose.
- v. The Allottee/s shall not let, sub-let, license, transfer, sell, assign, partition, mortgage or part with the occupation of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Owner/ Promoter under the Agreement are fully paid up and only if the Allottee/s have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has taken prior permission in writing from the Owner/ Promoter which permission shall be given on such terms and condition as the Owner/ Promoter may decide.
- w. The Owner/Promoter has mortgaged the said lands with Standard Chartered Bank as and by way of security towards availing credit facilities and shall from time to time avail credit facilities from banks / financial institutions for the purpose of construction and development of the said Sector C/Project/the balance phases and for the said purpose shall be mortgaging the said Lands from time to time with the intention of creating security with such banks / financial institutions and the Allottee/s hereby grant their

unconditional and irrevocable consent to such mortgage. The Allottee/s hereby consents/s and authorize/s the Owner/ Promoter to raise any finance by way of mortgage of the said Lands and/or the said Sector C and/or the said Project or any portion thereof, to the exception as hereinafter, if as and when so deemed necessary by the Owner/ Promoter. At any stage during the implementation of the scheme, the Owner/ Promoter shall be at liberty to sell, assign or transfer otherwise deal with their right, title and interest in the said Land/Sector C/said Larger Property and the said Project to be constructed thereon, save and except the said Premises which is subject of present agreement provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Premises agreed to be purchased by the Allottee/s in terms of this agreement. It is further expressly agreed and understood by both parties or their successors in title that the provisions of the clause relating to mortgage cannot at any time, hereinafter adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Premises agreed to be purchased by the Allottee/s in terms of this Agreement.

- x. The Allottee/s shall use the Garage Parking Spaces sold to him/her/them only for the purpose of keeping the Allottee/s own vehicle and agree not to enclose or carry out any alterations or additions therein.
- 20. The transfer deed/s for the transfer/conveyance only of the structures of the such villas including the said Villa shall be executed by the Owner/Promoter in favour of the societies/ companies/condominiums of the villa Allottees that has been formed and registered i) as and when the all the villa/s are complete and ready and fit for occupation in accordance with the terms of this Agreement and after the Owner/Promoter has sold 100% of the villas to be constructed in the said Sector C and received all dues payable to the Owner/Promoter from the buyers of different/various villas in the said Sector C, or ii) on or before 31st December 2030, whichever is earlier. Further, on the completion of the construction of all the buildings/structures and after the transfer of the villa in the manner as mentioned hereinabove, the final transfer deed/s for the Land forming part of Sector C shall be executed by the Owner/Promoter in favour of such Ultimate/Apex Body and such transfer deed/s shall be in form as may be prepared by the Advocates of the Owner/Promoter. As regards the unsold villas the Owner/Promoter shall remain the owners of such unsold villas and on selling the unsold villas, the society/condominium/company of villa Allottees that may be formed shall induct such Allottees as their members.
- 21. The said Sector C including the said Project is intended to be laid out in accordance with the general scheme applicable to the property as shown on the plans hereto annexed and marked as **Annexure - E** and the common areas and facilities including roads, common area etc. shown thereon shall, subject to the paramount and overriding right of the Owner/Promoter to amend and/or modify and/or alter the same, as far as possible and practicable be constructed on the lines and on directions and as shown upon the said plan in accordance with the statutory rules and regulation in that behalf.
- 22. The areas inter alia described in **Annexure - J** hereto annexed shall constitute the common areas and facilities and which shall ensure for the more beneficial use and enjoyment in common with one another of the holders for the time being of the various premises comprised in the structure/s to be constructed on the said Sector C. The Allottee/s shall have no claim whatsoever in the same including all internal roads etc., which (subject to the right of the Owner/Promoter therein) will remain the property of the society/company/condominium of Villas and the same shall be for the common use of all the premises holders. However, it is clarified that limited common areas and facilities

shall be restricted to the exclusive use of the concerned Villa Allottees and the other Villa Allottees shall have no right to usage of the same.

- 23.** Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or upon the said Sector C or and/or any parts thereof and/or the structure/s to be constructed thereon. Such conferment shall take place only upon the execution of the transfer/conveyance deed/s or assurance/s mentioned herein in favour of the said Ultimate / Apex Body/Federation.
- 24.** It is specifically agreed and declared that the transfer/conveyance deed/s in favour of the Ultimate/Apex Body shall contain such covenants as may be necessary in the circumstances of the case including such as may be stipulated by the authorities concerned.
- 25.** The transfer/conveyance deed/s shall inter alia contain:
- (i) Such provisions and covenants (which shall be so framed that the rights and obligations thereof shall run with and be binding upon the said Premises hereby agreed to be sold into the hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
 - (ii) A covenants by the Allottee/s to indemnify and keep indemnified the Owner/Promoter against all actions, suits, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
 - (iii) A declaration that the Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Owner/Promoter for development or other purposes and a declaration that the access and use of light and air to and for the said Premises agreed to be purchased by the Allottee/s and to and for any structure/s for the time being erected and standing thereon from and over the neighboring or adjoining premises of the Owner/Promoter is enjoyed under the express consent of the Owner/Promoter.
- 26.** It is distinctly agreed by and between the parties that the internal road, recreation spaces, water bodies, etc. which are to be provided by the Owner/ Promoter shall be utilized by all the Villa Allottee/s of the premises in the said Project/Sector Cand by all the Allottees of the balance sectors as shall be solely decided by the Owner/ Promoter. It is also agreed that the Owner/ Promoter or the Ultimate / Apex Body to be formed of the premises Allottee/s shall in no manner whatsoever be responsible and liable for any loss, damage suffered by the Allottee/s or his/her/their family members, guests etc. due to the facilities being developed by the Owner / Promoter.
- 27.** It is hereby agreed that the Owner/ Promoter and the Allottee/s shall observe and perform and comply with all the terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting occupation certificate. The Allottee/s shall not be entitled to claim possession of the said Premises until the Allottee/s pay/s all dues payable under this agreement in respect of the said Premises to the Owner/ Promoter.
- 28.** The Owner/ Promoter has not undertaken any responsibility nor have they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Owner/ Promoter other than the terms and conditions expressly provided under this agreement.

29. It is agreed between the parties hereto that, save and except the Unit being allotted and/or being agreed to be sold to the Allottee/s hereunder, the Owner/ Promoter has exclusive right to deal with / dispose off, sell, allot exclusive areas like terraces/garden, storage area, parking/ garage areas to any person, , and the Allottee/s herein under undertake not to object to such sale/allotment either themselves or through the society/condominium/Apex Body that may be formed.
30. The said Sector Concluding the said Project to be developed as aforesaid shall subject to the approval of the authorities concerned and further subject to due observance of the terms and conditions of the said License Agreement by the Allottee/s, be always known as “**Yoo Villas by Kelly Hoppen**” or by such other name as may be desired by the Owner/ Promoter. This covenant shall at all times be binding upon the successors in title of the Owner/ Promoter and Owner/ Promoter and/or the Allottee/s including the Ultimate / Apex Body.

31. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IT IS FURTHER SPECIFICALLY AGREED BETWEEN THE PARTIES HERETO THAT :**

it shall be the sole discretion of the Promoter that within 3 (three) months of allotment/booking of 51 (fifty-one) percent of the total number of villas to be constructed in on the said Sector Concluding the said Project, the Promoter shall

- (a) either form one or more co-operative society under the Maharashtra Co-operative Societies Act,1960, and/or admit or cause to be admitted the Allottee/s herein in the said Society as a member and/or
- (b) form one or more condominium of Villa Allottees under the Maharashtra Apartment Ownership Act,1970, by submitting the said Sector C or portion thereof with the buildings thereon, to the provisions thereof, and/or
- (c) form one or more companies of Villa Allottees under the Companies Act by submitting the said Sector C or portion thereof with the buildings thereon, to the provisions thereof,

The Sector C including the said Project comprises development of a portion of land admeasuring 238585.75 sq. mtrs. utilizing FSI of 72411.27 sq. mtrs. out of the said Larger Property and presently comprises 179 Villas. Thus, the Promoter undertakes and the Allottee/s are aware that the conveyance that shall be executed in favour of the societies / condominium / companies, shall be in accordance with the provisions of this agreement, the Real Estate (Regulation and Development) Act 2016 and the Maharashtra Ownership of Flats Act, 1963 and shall be limited to conveyance of the utilized / consumed FSI of 72411.27 Sq. mtrs. Further, the Allottee/s hereby covenants that the

- (d) Allottee/s shall have no right, title or interest of whatsoever nature in any balance FSI either arising from the said Sector C or the said Larger Property or otherwise.
- (e) in the event a condominium of villas owners is formed on submission of the said Sector C thereon,
- each Villas shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given Villas to the total area of all the Villas in the entire scheme, in the said Sector C and in the common areas and facilities.
 - the Promoter shall execute or caused to be executed a conveyance in the nature of deed of apartment in favour of each of the Allottee on or before 31st December 2030.

- (f) in the event the Promoter promotes one or more co-operative housing societies for one or more type of Villas, the Allottee shall become a member thereof. The Promoter shall execute or caused to be executed a conveyance in the nature of sale of each type of Villas(i.e. the structures); in part or otherwise, in favour of such society or societies, as the case may be, and the Promoter shall thereafter execute a conveyance in respect of the land comprised in the said Sector C in favour of the Apex body/Federation of societies that may be formed as mentioned hereinabove. Such conveyance of land in favor of the Apex body/Federation of societies shall be executed within 6 (six) months from the date the transfer deed/s for the transfer/conveyance only of the structures of the such villas including the said Villa shall be executed by the Owner/Promoter in favour of the societies/ companies/condominiums of the villa Allottees that has been formed and registered..
- (g) under no circumstances, the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s,
- (h) all expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee/s.
- (i) It is hereby clarified that the subject matter of this Agreement is limited to the said Premises agreed to be sold as more particularly set out in **FOURTH SCHEDULE** hereunder written and to the conveyance of the said Sector Cas more particularly set out in the **SECOND SCHEDULE** hereunder written.
- 32.** In the event of the Ultimate/Apex Body/Federation being formed and registered before the sale and/or disposal of all premises, Villas, parking space, other rights in the said Sector C/Project by the Owner/ Promoter, the power and authority of the Ultimate Body/Apex Body/Federation shall be subject to the overall control and authority of the Owner/ Promoter in respect of the matters concerning the said Sector C/Project, the construction and completion thereof and all amenities pertaining to the same and in particular the Owner/ Promoter shall have absolute authority and control as regards the unsold premises, villas, parking space, etc. and the disposal thereof and the consideration for which the same shall be disposed off and as and when such premises, etc. are sold to the persons of the Owner/ Promoter choice and at the discretion of the Owner/ Promoter, the Ultimate /Apex Body/Federation shall treat them as co-owner/s and admit them as the member of the said Co-operative society/condominium without charging any premium or any other extra payment.
- 33. *The Ultimate Body/ies and/or Apex/Federal Body to be incorporated/ formed and registered shall ensure that:***
- (i) The provisions of this Agreement are carried into effect fully by it by passing appropriate resolution for that purpose.
- (ii) It shall also ratify, confirm and adopt the present agreement and also other agreements for sale which the Owner/ Promoter will enter into with other Allottees of premises in the said building.
- (iii) It shall take over all responsibilities, liabilities and obligations of its various villa owner under the Agreement/s between them and the Owner/ Promoter and shall also be liable in addition to the Allottee of different premises. The Allottee/s hereby agree/s and bind

himself/themselves to do all acts, deeds, things and execute all documents which the Owner / Promoter may require to be executed to enforce the obligations envisaged in this clause against the Co-operative Society/ Condominium.

- 34.** Any delay, tolerance or indulgence shown by the Owner/ Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee by the Owner/ Promoter in respect of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s shall not in any manner prejudice the rights herein mentioned of the Owner/ Promoter.
- 35.** Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever into or upon the said Land/said Sector C/said Larger Property or and / or any parts thereof and / or the structure/s to be constructed thereon. Such conferment shall take place only upon the execution of the deed/s or assurance/s mentioned herein in favour of the said Ultimate/ Apex Body.
- 36.** The Allottee/s shall present this agreement at the proper office of registration within the time limit prescribed by the Registration Act, 1908 and on intimation thereof by the Allottee/s to the Owner/ Promoter; the Owner/ Promoter will attend such office and admit execution thereof.
- 37.** All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by registered post A.D./speed post/vide e-mail at the address specified below:
- Name: _____
- Address: _____
- E-mail – _____
- 38.** This Agreement shall save as herein contained always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963, Real Estate (Regulation and Development) Act 2016 and the rules and regulations framed hereunder as amended from time to time or any statutory enactment in place thereof.
- 39.** Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 40.** All costs, charges and expenses including stamp duty and registration charges and other expenses in connection with this agreement shall be borne and paid by the Allottee/s alone. The Owner/ Promoter shall not be liable to contribute anything towards such expenses. the allottee is a women and is availing the exemption of stamp duty of 1% as per the GR issued by Revenue & Forest Department of Government of Maharashtra vide dated 31st March 2021 Sr. No. Mudrank -2021/UoR.12/CR.107/M-1, hence the

allottees is paying the stamp duty at the rate of 5 % on the consideration or market value whichever is higher

41. At the time of registration of the conveyance of the said Sector C and the Structure/s thereon and or the said Premises, the Allottee/s shall also pay Allottee/s share of stamp duty and registration charges, and other expenses as applicable payable on the Conveyance, Sale Deed or any document or instrument of the transfer in respect of the said Sector C and the said building to be executed in favour of the Co-operative Society/Condominium.
42. This Agreement is the only agreement between the parties. Any modifications or variations therein can only be made under a separate writing signed by all parties hereto.

YOOVILLA

FIRST SCHEDULE ABOVE REFERRED TO :

(Said Larger Property)

All that piece and parcel of land admeasuring **413678.00** sq. mtrs.. bearing (i) land admeasuring 405631.00 Sq.Mtrs. bearing Plot No. 1 forming part of the land bearing Gat No. 1277+1278+1279+1281+1283, (ii) land admeasuring 4,000 sq. mtrs. out of larger land admeasuring 32 Hectares 09 Ares bearing erstwhile Gat No. 1278 (prior thereto known as Gat No. 2264) and (iii) land admeasuring 4,047 sq. mtrs. (reflected as 4,000 sq. mtrs. in certain documents) forming part of land admeasuring 2 Hectares bearing Gat No. 1278 Hissa No. 1, all situated at Village Wagholi, Taluka Haveli, District Pune and within the registration limits of Sub-Registrar, Haveli and bounded as under::

On or towards the North	:	By Road and Gat No. 1285
On or towards the South	:	By River
On or towards the East	:	By Gat No. 1282, 1281,1279 and 1276
On or towards the West	:	By Gat No. 1284A and Nala along PMC boundary

SECOND SCHEDULE ABOVE REFERRED TO

(Said Sector C (reflected as Sector C in the Sanctioned layout plan)

All that piece and parcel of land admeasuring 2,46,632.75 sq.mtrs. out of the said Larger Property i.e. the Sector C, together with construction thereupon presently comprising of 179 Villas constructed/to be constructed thereon including FSI of 72411.27sq. mtrs. consumed / utilized thereon and bounded as under:

On or towards the North	:	By 24 Mtr. Wide R P Road
On or towards the South	:	By 30 mtrs. Wide RP Road
On or towards the East	:	By Gat No. 1276
On or towards the West	:	By Adjoining Nala

THIRD SCHEDULE ABOVE REFERRED TO

(Said Project)

All that piece and parcel of 10 (Ten) villas being Phase II being developed on part of the said Sector C, as more particularly illustrated in blue color on Annexure – E hereto

FOURTH SCHEDULE ABOVE REFERRED TO

(Said Premises)

All that piece and parcel of Villa constructed on the said Sector C and forming part of the said Project as more particularly set out hereunder.

Villa No.	V2-282 (reflected as V2-__ in the previous sanctioned plan)
Carpet area (square meters)	
Enclosed Balcony area (square meters)	
Open Balcony area (square meters)	
Nos. of the garages	

Exclusive facilities	
Area of land beneath and appurtenant to the said Villa including Garden Space/Garage Parking Spaces. (square meters)	
Swimming pool	
Other (if any)	NA

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Payment Schedule)

Milestone	%	Amount (Rs)
From Booking upto the registration of Agreement to Sell	20	
Completion on Plinth	25	
Completion on slab 1	25	
Completion on slab 2	25	
On Possession	5	
Total	100	

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and seal the day and year first herein above written.

<p>Allottee SIGNED SEALED AND DELIVERED By the within named "Owner/Promoter" PANCHSHIL INFRASTRUCTURE HOLDINGS PVT. LTD. (formerly Wagholi Properties Pvt. Ltd. Through its Authorized Signatory, Mr. Farookh Khan, duly authorized by Board Resolution Dated 17th September 2020 passed by the Board of Directors of The Owner/Promoter</p>		
Signature	Thumb Impression (LH)	Photograph
<p>SIGNED SEALED AND DELIVERED by the within named Allottee/s</p>		
Signature	Thumb Impression (LH)	Photograph

Witness -

1.

2.

ANNEXURES

Annexure "A"

Order dated 14th November, 2011 bearing No. PMH/NA/SR/1127/12

Annexure "B"

Layout illustrating the said Larger Property with boundary in red colour

Annexure "C"

7/12 Extracts

ANNEXURE "D"

Order bearing No DP/ BHA/ Wagholi / G. No. 1277+1278 (P) +1279 (P) +1281 (P) +1283 (Plot No. 1,2 and 3)/PK No. 56/17-18/ dated 2nd May 2017

ANNEXURE "E"

Layout Plan of the Sector C in Red colour including the said Project shaded in blue color illustrating the positioning of the villas and common amenities and roads

ANNEXURE "F"

RERA Registration Certificate for the said Project

Annexure "G"

Title Certificate dated 15th July 2016 issued by Hariani and Co.

Annexure "H"

Sanctioned Floor Plan of the said Premises including Villa Appurtenant Area and Paved Access Area in green colour

Annexure "I"

Specifications of the said Premises

Annexure "J"

Common Areas and Facilities/Amenities
Limited Common Areas and Facilities/Amenities